

DESCRIPTION: **Marketing Services**

SOLICITATION NUMBER: 1464-15-R-RFQF-00001

BID DUE DATE AND TIME: **June 19, 2015 AT 2:00 P.M. LOCAL TIME**

The Mississippi Department of Wildlife, Fisheries and Parks will accept **Request for Qualifications** until **1:59 p.m., June 19, 2015** to be opened immediately.

Bid Opening Location: **MS Department of Wildlife
Fisheries and Parks
Attn: Purchasing Department
1505 Eastover Dr.
Jackson, MS 39211-6374**

For questions regarding
Specifications and General Terms and Conditions
contact:

**Brian Ferguson, MBA, CMPA
Director, Purchasing/Accounts Payable
(601) 432-2149
brianf@mdwfp.state.ms.us**

A. INTRODUCTION

The Mississippi Department of Wildlife, Fisheries, and Parks (MDWFP) is seeking proposals from qualified individuals or firms to provide marketing and communications services for MDWFP. Successful applicants will demonstrate an ability to provide all of the following:

1. Creative development of advertising (including but not limited to radio, television, print, digital and outdoor)
2. Branding
3. Promotions
4. Marketing
5. Media support services (web and social media)

MDWFP will award this contract to the person or entity submitting the proposal that is most advantageous to MDWFP.

B. BACKGROUND

MDWFP is a state agency charged with conserving and enhancing Mississippi's wildlife, fisheries, and parks, providing quality outdoor recreation, and engaging the public in natural resource conservation. MDWFP's annual budget is unlike that of many state agencies in that approximately 90 percent of our budget is derived from user generated funds rather than state tax funds. Primary funding sources include hunting and fishing license sales, permit and registration fees, and federal excise taxes on hunting and fishing equipment. As a result of MDWFP's unique funding and additional conservation challenges (*see MDWFP's Strategic Plan, Support for Conservation Marketing Plan and PowerPoint*), marketing and communication are vital to obtaining the necessary support for MDWFP and conservation in Mississippi to carry out our mission.

C. SCOPE OF SERVICES

The successful proposer will perform a minimum of the following marketing services for MDWFP:

1. Develop an overall marketing plan and provide strategic marketing support for MDWFP's brand awareness and mission including MDWFP's Support for Conservation Campaign (*see MDWFP's Strategic Plan, Support for Conservation Marketing Plan and PowerPoint*) and

Special projects related to MDWFP programs, special events, and exhibits (*see MDWFP's special project overview*) by providing the following services:

- Copywriting
 - Graphic Design
 - Concept Development
 - Media Placement
 - TV Ad Production
 - Radio Ad Production
 - Web and Social Media Marketing (Concept, promotion development, and graphic support only)
2. Offer input on MDWFP's current digital presence (website and social media platforms), as needed.
 3. Provide market strategy and market research consulting, as needed.
 4. Identify new marketing avenues for MDWFP.
 5. Provide marketing consultation and support.

D. CONTENT OF PROPOSAL

Proposals shall include, at a minimum, the following items:

1. *Cover Letter*. A one page cover letter containing:
 - The name of the person(s) authorized to represent the Proposer in negotiating and signing any agreement which may result from the proposal;
 - Entity name and address;
 - Phone, website and email address
2. *Experience/Work Samples*. Provide previous work examples that demonstrate the ability to perform the services listed in Section C, Scope of Services, of this RFQ and how you meet the experience qualifications outlined in Section E, Qualifications and Experience, of this RFQ. For each example, provide the following information:
 - The scope and goals of past projects and how success was measured

- Attach relevant work samples or a visual representation of the work (for example, a URL for a website, a printed screenshot, etc.).
3. *Staffing.* Name and qualifications of the individuals who will provide the requested services and a current résumé for each, including a description of qualifications, skills, and responsibilities.
 4. *Fees.* Provide hourly rates or other fee structures as outlined in Section F, Fees, of this RFQ, for the services listed in Section C, Scope of Services, of this RFQ.
 5. *Facilities.* Explain proposer's facilities and availability of support staff.
 6. *Sub-consultants.* A list of the tasks, responsibilities, and qualifications of any sub-consultants proposed to be used on a routine basis.
 7. *Local Resources.* Describe your proposed use of local businesses and markets in Mississippi.

Discussions/Interviews may be conducted with proposers who submit proposals determined to be reasonably susceptible of being selected for award, but proposals may be accepted without such discussions

E. QUALIFICATIONS AND EXPERIENCE

Proposals will be accepted from individuals, organizations (for-profit or non-profit), or other collaborative arrangements that:

1. Are qualified to conduct business in the State of Mississippi.
2. Are in a corporation or a limited liability corporation (LLC) that is in good standing with the Secretary of State.

Proposers shall have substantial experience with the following:

- Providing professional, effective communication services
- Producing quality graphic design and copywriting
- Devising, implementing and coordinating marketing campaigns and promotions

- Developing, implementing, monitoring and adjusting media strategies while working within a modest budget to promote programs, events, and facilities
- Coordinating with multiple parties to meet deadlines

F. FEES

Each proposer should set forth in his proposal the fees he proposes to charge for his services according to the following:

1. Hourly rate for services to be performed:
 - Copywriting
 - Graphic Design
 - Concept Development
 - Media Placement
 - TV Ad Production
 - Radio Ad Production
 - Web and Social Media Marketing (Concept and graphic support **ONLY**)
2. Hourly rate for consulting.
3. Hourly rate for market research.

G. EVALUATION CRITERIA

Proposals meeting the minimum qualifications and experience as outlined in D and E., Qualifications and Experience and Fees, of this RFQ, will be evaluated by MDWFP using the following criteria: **Maximum Total Points -- 100**

1. Specialized experience in the type of work to be performed. **40 points.**
2. Qualifications and experience of the staff assigned by proposer to perform these services. **20 points.**
3. Fees, as outlined in Section E, Fees, of this RFQ. **10 points**
4. Interview. Proposers must score a minimum of 55 points on the criteria listed above to qualify for an interview. **30 points.**

H. PROPOSAL SUBMISSIONS

All proposals shall be submitted in writing on or before 2:00 p.m. on June 19, 2015 to MDWFP, Attn: Brian Ferguson, 1505 Eastover Drive, Jackson, Mississippi 39211. Questions may be directed to brianf@mdwfp.state.ms.us. MDWFP will choose the best proposal and MDWFP and the chosen party will enter into negotiations for the purpose of creating a contract providing for advertising services for the agency beginning September 1, 2015. If the parties are not able to agree on a contract, MDWFP may choose the next best proposal and enter into negotiations with that proposer.

I. APPLICABLE LAW

The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of the State. The contractor shall comply with applicable federal, state and local laws and regulations.

J. INSURANCE (Certificate not required at opening)

The vendor represents that it will maintain workers' compensation insurance, which shall inure to the benefit of all the contractor's personnel provided hereunder, comprehensive general liability or professional liability insurance, with minimum limits of \$1,000,000 per occurrence. All general liability and professional liability bond insurance will provide coverage to MDWFP as an additional insured. MDWFP reserves the right to request from carriers, certificates of insurance regarding the required coverage. Insurance carriers must be licensed or hold a Certificate of Authority from the Mississippi Department of Insurance.

The Certificate of Insurance will be required prior to the award of final contract and will not be required with bid submission

K. CONTRACT TYPE AND TERMS

Contract will be a Fixed-Price Contract and will not exceed \$500,000 annually with optional renewals not to exceed 4 years in aggregate.

L. TAXES

MDWFP is a state agency and is exempt from federal, state and local taxes and vendors must quote prices, which do not include such taxes.

M. AWARDING THE CONTRACT

Interviews will be conducted with all proposers who meet or exceed the minimum 55

point total **(See Section G)**.

It is the intent of the agency to award to a single proposer. However, MDWFP reserves the right to issue multiple awards. Multiple awards will only be issued in the event that the agency determines a single awardee cannot adequately provide the entire scope of services needed. Awards will then be broken down into categories **(See Section F)**. Any multiple awards shall be made in accordance with the provisions of Section 3-203 (Competitive Sealed Proposals) and be limited to the least number of suppliers necessary to meet the valid requirements of the agency.

N. Post-Award Debriefing

In an effort to build and strengthen business relationships and improve the procurement process between vendors and the State, post-award vendor debriefing is available. The following information may be disclosed during the post-award debriefing in accordance with Section 7-112.032 of the *Personal Service Contract Review Board Rules and Regulations*:

- a. The agency's evaluation of significant weaknesses or deficiencies in the vendor's bid or proposal, if applicable;
- b. The overall evaluated cost or prices, and technical rating, if applicable, of the successful vendor(s) and the debriefed vendor;
- c. The overall ranking of all vendors, when any ranking was developed by the agency during the selection process;
- d. A summary of the rationale for the award; and
- e. Reasonable responses to the relevant questions about selection procedures contained in the solicitation, applicable regulation, and other applicable authorities that were followed.

The debriefing shall not include point-by-point comparisons of the debriefed vendor's bid or proposal with those of other offering vendors. Moreover, the debriefing agency shall not reveal any information prohibited by law and/or the following:

- a. Trade secrets as identified by the offering vendor claiming trade secrets;
- b. Privileged or confidential manufacturing process and techniques as identified by the offering vendor claiming privileged or confidential information; and/or
- c. Commercial and financial information that is privileged or confidential, to include an offering vendor's cost, breakdowns, profit, indirect cost rates, and similar information as identified by the offering vendor claiming the

- privileged or confidential information; and/or
- d. The names of the individuals providing reference information about any vendor's past performance.

O. DEBRIEFING REQUEST

A vendor, successful or unsuccessful, may request a post-award vendor debriefing, in writing, by US Mail, or electronic submission to be received by the agency with three (3) business days of notification of the contract award. A vendor debriefing is a meeting and not a hearing; therefore, legal representation is not required. If a vendor prefers to have legal representation present, the vendor must notify MDWFP and identify its attorney.

Additional information regarding post-award debriefing may be found in Section 7-112 of the Personal Service Contract Review Board Rules and Regulations which may be found at <http://www.mspb.ms.gov>.

P. GOVERNING LAW

The laws of the State of Mississippi and the policies of **MDWFP** shall govern the agreement.

Q. AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of MDWFP to proceed under this agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to MDWFP, MDWFP shall have the right upon ten (10) working days written notice to the contractor, to terminate any agreement without damage, penalty, cost or expenses to the MDWFP of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

R. REPRESENTATION REGARDING CONTINGENT FEES

The contractor represents that it has not retained a person to solicit or secure a State contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in the vendor's bid or proposal. **(Please fill out**

“Attachment 1” and send in with your bid response.)

S. REPRESENTATION REGARDING GRATUITIES

The bidder, or vendor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in 6-204 (Gratuities) of the Mississippi Personal Service Contract Rules and Regulations.

T. PROCUREMENT REGULATIONS

The contract shall be governed by the applicable provisions of the Personal Service Contract Review Board Regulations, a copy of which is available at 210 East Capitol, Suite 800, Jackson, MS, for inspection, or downloadable at www.mspb.ms.gov.

U. STOP WORK ORDER

1. Order to Stop Work: The procurement officer, may, by written order to the contractor at any time, and without notice to any surety, require the contractor to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to the contractor, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, the contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the procurement officer shall either:
 - a. cancel the stop work order; or,
 - b. terminate the work covered by such order as provided in the Termination for Default Clause or the Termination for Convenience Clause of this contract.
2. Cancellation or Expiration of the Order: If a stop work order issued under this clause is cancelled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or contractor price, or both, and the contract shall be modified in writing accordingly, if:

- a. the stop work order results in an increase in the time required for, or in the contractor's cost properly allocable to, the performance of any part of this contract; and,
 - b. the contractor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the procurement officer decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.
3. Termination of Stopped Work: If a stop work order is not cancelled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.
4. Adjustments of Price: Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract.

V. TERMINATION FOR CONVENIENCE

1. Termination. The procurement officer may, when the interests of the State so require, terminate this contract in whole or in part, for the convenience of the State. The procurement officer shall give written notice of the termination to the contractor specifying the part of the contract terminated and when termination becomes effective.
2. Vendor's Obligations. The contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the contractor will stop work to the extent specified. The contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the PSCRB Rules and Regulations Manual Page 162 Effective Date 1/01/2013 terminated work. The procurement officer may direct the contractor to assign the contractor's right, title, and interest under terminated orders or subcontracts to the State. The contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

W. TERMINATION FOR DEFAULT

1. Default. If the contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract or any extension thereof, or otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the procurement officer may notify the contractor in writing of the delay or nonperformance and if not cured in ten days or any longer time specified in writing by the procurement officer, such officer may terminate the contractor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the procurement officer may procure similar supplies or services in a manner and upon terms deemed appropriate by the procurement officer. The contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.
2. Contractor's Duties. Notwithstanding termination of the contract and subject to any directions from the procurement officer, the contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of the contractor in which the State has an interest.
3. Compensation. Payment for completed services delivered and accepted by the State shall be at the contract price. The State may withhold from amounts due the contractor such sums as the procurement officer deems to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders and to reimburse the State for the excess costs incurred in procuring similar goods and services.
4. Excuse for Nonperformance or Delayed Performance. Except with respect to defaults of subcontractors, the contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by the contractor to make progress in the prosecution of the work hereunder which endangers such performance) if the contractor has notified the procurement officer within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the State and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is

- caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the contractor shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit the contractor to meet the contract requirements. Upon request of the contractor, the procurement officer shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the State under the clause entitled (in fixed-price contracts, "Termination for Convenience," in cost-reimbursement contracts, "Termination"). (As used in this Paragraph of this clause, the term "subcontractor" means subcontractor at any tier).
5. Erroneous Termination for Default. If, after notice of termination of the contractor's right to proceed under the provisions of this clause, it is determined for any reason that the contract was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (4) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the State, be the same as if the notice of termination had been issued pursuant to such clause.
 6. Additional Rights and Remedies. The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

X. PRICE ADJUSTMENT

1. Price Adjustment Methods. Any adjustments in contract price, pursuant to a clause in this contract, shall be made in one or more of the following ways:
 - a. by agreement on a fixed price adjustment before commencement of the additional performance;
 - b. by unit prices specified in the contract;
 - c. by the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as specified in the contract; or,
 - d. by the price escalation clause.
2. Submission of Cost or Pricing Data. The contractor shall provide cost or pricing data for any price adjustments subject to the provisions of 3-403 (Cost or Pricing Data) of the Mississippi Personal Service Contract Procurement Regulations.

Y. ACKNOWLEDGMENT OF AMENDMENTS

Bidders shall acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the bid, by identifying the amendment number and date in the space provided for this purpose on the bid form, or by letter. The acknowledgment must be received by the MDWFP by the time and at the place specified for receipt of bids.

Z. CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

The bidder certifies that the prices submitted in response to the solicitation have been arrived at independently and without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to those prices, the intention to submit a bid, or the methods or factors used to calculate the prices bid.

AA. E-VERIFICATION

Vendor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, Mississippi Code Annotated 71-11-1 and 71-11-3, and will register and participate in the status verification system for all newly hired employees. The term “employee” as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, “status verification system” means the Legal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United State Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Vendor agrees to maintain records of such compliance and, upon request of the State, to provide a copy of each such verification to the State. Vendor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws of these warranties, the breach of which may subject Vendor to the following:

1. Termination of this agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years with notice of such cancellation/termination being made public:
2. The loss of any license, permit, certification or other document granted to Vendor by an agency, department, or governmental entity for the right to do business in Mississippi for up to one (1) year; or
3. Both in the event of such termination/cancellation, Vendor would also be liable for any additional costs incurred by the State due to contract cancellation or loss

of license or permit.

BB. CONFIDENTIALITY

Each proposer may designate those portions of his proposal which contain trade secrets or other proprietary data which may remain confidential in accordance with Miss. Code of 1972, Sec. 25-61-9 and 79-23-1.

CC. TRANSPARENCY

This contract, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," and its exceptions. See Miss. Code Ann. §§ 25-61-1 *et seq.*, (1972, as amended) and Miss. Code Ann. § 79-23-1 (1972, as amended). In addition, this contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Miss. Code Ann. §§ 27-104-151 *et seq.* (1972, as amended). Unless exempted from disclosure due to a court-issued protective order, a copy of this executed contract is required to be posted to the Department of Finance and Administration's independent agency contract website for public access at <http://www.transparency.mississippi.gov>. Information identified by Contractor as trade secrets, or other proprietary information, including confidential vendor information, or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes, will be redacted.

DD. PAYMODE

Payments by state agencies using the State's accounting system shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of Contractor's choice. The State may, at its sole discretion, require Contractor to electronically submit invoices and supporting documentation at any time during the term of this Agreement. Contractor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

EE. E-PAYMENT

Vendor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The agency agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," Mississippi Code Annotated §31-7-301, which generally provides for payment of undisputed amounts by the agency within forty-five days of receipt of invoice.

"ATTACHMENT 1"

PROSPECTIVE CONTRACTOR'S REPRESENTATION REGARDING CONTINGENT FEES

The prospective contractor represents as a part of such contractor's bid or proposal that such contractor has/has not (*circle applicable word*) retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.

Vendor _____

Printed Name/Title: _____

Authorized Signature: _____

Phone: _____ Fax: _____

Date: _____

I acknowledge receipt of _____ addenda.

Please return with your bid.